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RECORDATION NO. 13020-B
FILED 1428

APR - 4 1983 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

March 29, 1983

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 13020-C
FILED 1428

APR - 4 1983 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Lee:

I have enclosed 3 originals and 1 copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents enclosed are a Supplement Agreement and an Assignment of Lease, all secondary documents dated June 16, 1982.

The primary document to which these are connected is recorded under Recordation No. 13020. We request that this assignment be cross-indexed.

The names and addresses of the parties to the documents are as follows:

Secured Manufacturers Hanover Leasing Corporation
Party: 30 Rockefeller Plaza
 New York, NY 10020

Secured Evans Railcar Leasing Company
Party: 2550 Golf Road
 Rolling Meadows, IL 60008

A description of the equipment covered by the documents follows:
Three 21,000 gallon C&I Tankcars, USLX 21696-21698, AAR# T105.

A fee of \$20.00 is enclosed. Please return 2 originals and 1 copy not needed by the Commission for recordation to Pamela B. Loewenstein, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the document to appear in the index follows:
Supplemental Agreement and Assignment of Lease dated June 16,
1982 between Manufacturers Hanover Leasing Corporation, Secured
Party, and Evans Railcar Leasing Company, Debtor, covering three
21,000 gallon C&I Tankcars, USLX 21696-21698.

Very truly yours,

Pamela B. Loewenstein

Pamela B. Loewenstein

PBL:sm

Enclosure

RECORDATION NO. 13020-B
FILED 1325

APR - 4 1983 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT dated as of June 16, 1982, is by and between Manufacturing Hanover Leasing Corporation (hereinafter called the "Lender") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

W I T N E S S E T H:

WHEREAS, the Lender and the Company have executed and delivered with and to each other that certain Loan and Security dated as of March 26, 1981, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and assigned Recordation No. 13020;

WHEREAS, pursuant to Section 2.3(b) of the Agreement, the Company has or will have requested the Lender to pay over to the Company an amount in cash deposited with the Lender on account of Destroyed Equipment (as hereinafter defined) as required by Section 2.3(b) of the Agreement and has or will have assigned and transferred to the Lender in substitution, therefore, Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company and the Lender desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in the Agreement

4. The term "Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. Section 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 16th day of June, 1982.

[CORPORATE SEAL]

ATTEST:

MANUFACTURERS HANOVER LEASING
CORPORATION

James D. Scarborough By: W. F. [Signature]
Assistant Secretary

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY

Thomas L. Schoenbeck By: [Signature]
Assistant Secretary Vice President

STATE OF NEW YORK

CITY AND COUNTY OF NEW YORK

On this 10th day of JANUARY, 1983, before me personally appeared JUNE D. SCARBOROUGH and she, to me personally known, who, being by me duly sworn, says that ~~they are Vice President and Assistant Secretary respectively~~ of MANUFACTURERS HANOVER LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and ~~they~~ acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

Notary Public, State of New York

No. 31-4508346

Qualified in New York County

Commission Expires March 30, 1983

Christina A. Smith
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

On this 16th day of June, 1982, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

Aug. 24, 1986

Paul R. Leak
Notary Public

Exhibit A

Destroyed Equipment

| <u>Qty</u> | <u>Manufacturer</u> | <u>Lessee</u> | <u>Description</u> | <u>Car Numbers</u> | <u>Cost</u> |
|------------|---------------------------------|-----------------------------|------------------------------------|------------------------|-------------|
| 2 | Evans Transportation Company | British Columbia Railway | 50'6" 70-ton rebuilt XM Boxcars | BCIT 800784, 800781 | \$59,254.20 |

Exhibit B

Substitute Equipment

| <u>Qty</u> | <u>Manufacturer</u> | <u>Lessee</u> | <u>Description</u> | <u>Car Numbers</u> | <u>Cost</u> |
|------------|---------------------|-----------------|--------------------------------|--------------------|--------------|
| 3 | Evans Transp. Co. | Rohm & Haas Co. | New 21,000 gal C&I Tankcars | USLX 21696-21698 | \$147,885.00 |